The Solicitors' Journal

VOL. LXXVIII. **Saturday, July 21, 1934.** No. 29

Current Topics.

The Solicitors' Accounts Rules.

THE Solicitors Act, 1933, was passed on 28th June, 1933, and came into operation on 1st January, 1934. As is now well known, the Council of The Law Society was required under s. 1 to make rules for the keeping of separate banking accounts for client's money and separate accounts for payments and receipts on behalf of clients. Draft Rules were published by The Law Society at about the same date as the Act was passed, and were the subject of some criticism at the time. The Law Society has recently published the Rules as finally settled and duly approved by the Master of the Rolls. The text of the Rules appears at p. 523 of this issue under the heading Rules and Orders. They are not to come into operation until 1st January, 1935, thus allowing ample time to those solicitors who do not work on the two accounts system to effect the necessary change over. Rule 1, providing that books and accounts must be kept by every solicitor showing (*a*) moneys received from or for and moneys paid to or for each client; and (*b*) moneys received and moneys paid on his own account, remains substantially the same as in the draft. Rule 2 provides that client's money must be paid into a banking account in the name of the solicitor, in the title of which the word "client" must appear. A solicitor can keep as many client accounts as he thinks fit, and when part of a draft or cheque is client's money and part is due to the solicitor he may split the draft or cheque and pay only such part as is due to the client into the client's account. The latter two provisions were not in the original draft. Rule 3 provides that only clients' money, solicitors' money necessary for opening and maintaining the account, money for replacement of sums withdrawn by mistake or accident and cheques or drafts capable of being split under r. 2, but not so split shall be paid into the client's account. Money drawn from the account must, under r. 4, be either due to the solicitor from the client, required for payment to or for a client or drawn on the client's authority, required for opening or maintaining the account, or which belongs to the solicitor as part of a draft or cheque which has not been split. Money paid in by mistake or accident may also be withdrawn. Under r. 5 a solicitor may withhold moneys from a client account on a client's request or pay a client's money into a separate account in the name of the client, his nominee or agent. The Council of the Law Society may also authorise the withholding or withdrawing specific sums from a client account on written application by a solicitor. Under r. 6 the Council of The Law Society either on written complaint or on its own motion, may institute an inspection of a solicitor's books of account, bank pass books, statements of account and other necessary documents by any person appointed by the Council. The person appointed must prepare a report which may be used as a basis for proceedings under s. 2 of the Solicitors Act, 1933. Although the Rules show careful drafting and close attention to the numerous criticisms of the original draft Rules, it may well be that practical difficulties will occur during the transitional period before the Rules are actually in force. Many of these difficulties will be of an accountancy character and it is intended to deal with some of these in future articles. But the publication of the Rules is a considerable step in the desired direction of removing all causes of public uneasiness on the important subject with which they deal.

Arbitrator as Witness.

CAN an arbitrator be called as a witness on a motion to set aside an award where no affidavit by the arbitrator has been filed? Every notice of motion to set aside an award may, under Ord. 52, r. 4, be founded on evidence by affidavit, and under Ord. 38, r. 1, evidence may be given by affidavit on any motion, but the court or a judge may, on the application of either party, order the attendance for cross-examination of the person making any such affidavit. It was argued in *Leiserach* v. *Schalit* [1934] W.N. 138, that under the rules evidence other than evidence by affidavit was not excluded, and that the arbitrators could, therefore, be called. The dispute arose as to amounts due between the parties under certain agreements and the arbitrators found that amounts were due from each to the other in respect of different matters. There was a motion to set aside the award on the ground of error of law on the face of the award, excess of jurisdiction on the part of the arbitrators in awarding as to matters not included in the submission and technical misconduct of the arbitrators. There was also a cross motion to set aside the award. Mr. Justice HUMPHREYS said that the numerous affidavits were contradictory, it was an exceptional case, and the only way in which the court could satisfactorily deal with the matter before it, was by having the assistance of the evidence of the arbitrators, who, being independent persons, could tell the court what it was unable to ascertain from a perusal of the affidavits, on one side or the other, namely, what were the essential facts of the case. On that ground and on that ground only the court acceded to the application to call as witnesses both gentlemen who had acted as arbitrators. The arbitrators were called and both motions were set aside. "I can see no reason," said Sir G. M. GIFFARD, V.-C., in *Re Dare Valley Railway Co.* (1868), L.R. 6, Eq. 429, at p. 435, "why the arbitrator should not just as well be called as a witness as anybody else, provided the points as to which he is called as a witness are proper points upon which to examine him." But such evidence "is not admissible to explain or to aid, much less to attempt to contradict (if any such attempt should be made) what is to be found upon the face of that written instrument" (the award)—per Lord CAIRNS in *Duke of Buccleuch* v. *Metropolitan Board of Works*, L.R. 5, H.L.C. 418, 462. Lord CAIRNS said, in that case, that the arbitrator might

be examined as to every matter of fact, with reference to the making of the award, what claims were made and what admitted, so as to put the court into possession of the history of the litigation up to the time of his proceeding to make the award. The decision in *Leiserach* v. *Schalit* is one which appeals to common sense and is supported by clear authority.

Library Facilities.

EVERY member of the profession who has been called upon to conduct litigation away from London must, on occasion, have felt the want of his library, which, of course, it was impracticable to transport with him. A point may suddenly have been made against him by his opponent which it may be a matter of some difficulty to answer off-hand without the aid of some text-book or volume of reports. In the large provincial towns there are library facilities, no doubt, but there are other centres where these are non-existent and this want may at times be acutely felt. Apparently our American *confrères* have felt the same want and have recently endeavoured, with considerable success, to minimise the difficulties thereby occasioned. We learn that the Ohio State Bar Association has undertaken an unusual kind of service by installing a limited law library in an hotel in the City of Columbus for the use of out-of-town members coming to the capital on legal business. This installation was established as a result of frequent requisitions by country members to be able to have access to legal works for consulting purposes, in emergencies, while absent from their own libraries. The facilities in question were made possible by the courtesy of the Supreme Court of Ohio and others lending books likely to be most in request. How it is worked is by the member of the Bar Association presenting his card to an attendant in the hotel who then hands the key of the bookcase from which the desiderated volume is obtained for use in the hotel lounge or private room. The value of this arrangement has been demonstrated by the number of those who have made use of the facilities offered.

Absence of Note of Judgment.

LAST week Lord Justice SCRUTTON again called attention to the difficulty of effectively dealing with an appeal from the court of first instance in the absence of any note of the judgment delivered by the learned judge. In the case before the court neither counsel had taken a note, each apparently being under the impression, wrongly as it turned out, that a shorthand note was being taken. This is by no means the first time that the like complaint has been made by the Lord Justice, and probably it will not be the last. Till we see a shorthand writer installed in each court the difficulty as to the judgment will periodically recur. This reform has frequently been advocated, and it is a pity that nothing is said about it in the report of the Business of the Courts Committee, many of whose recommendations have been characterised by great practicality. Perhaps it is not too late for this very real reform to receive the commendation of the distinguished members of that committee.

Prescription of Crime.

IN England it has long been established that in all cases of treason, felony, and misdemeanour, the indictment may, in the absence of any statutory limitation, be preferred at any length of time after the commission of the offence. Till now it has been a good deal canvassed whether the same rule obtains in Scotland, or whether the vicennial prescription applies. In the year 1773 one MCGREGOR was indicted at the instance of the Lord Advocate on a charge of murder alleged to have been committed more than twenty years earlier, the accused having been all the time in the country. The Court of Justiciary gave what HUME, the great authority on the criminal law of Scotland, called a "guarded" pronouncement in these terms: "In respect it does not appear that any sentence of fugitation was passed upon the pannel, sustains the defence and dismisses the indictment." Curiously enough, the effect of that decision that a charge was barred after twenty years was much discussed by Dr. JOHNSON and BOSWELL during their tour in the Hebrides, the former taking the view that a general rule that a crime should not be punished, or tried for the purpose of punishment, after twenty years, is bad. The decision in *McGregor's Case* was supposed to have definitely rejected the view contended for by Dr. JOHNSON, but last week a majority of the Scottish Court of Criminal Appeal refused to follow that old decision, and it held in the case before it that an offence—in this instance bigamy—was competent even after the lapse of twenty years. During the elaborate argument on the appeal it was interesting to find Dr. JOHNSON'S opinion cited by the Lord Advocate, a circumstance which, if JOHNSON could have had a proleptic vision of it, would have greatly rejoiced his heart, the more so that his view found favour with the majority of the judges. The case is interesting, but rather from the academic than from the practical point of view. Crimes sometimes elude detection, but offenders rarely escape arraignment for so long a period as twenty years.

Company Law Reform.

IN a letter addressed on 8th June by the Association of British Chambers of Commerce to the President of the Board of Trade, a vigorous plea is made for immediate company law amendment, having regard in particular to the defective state of the present law with regard to companies' accounts. The question of the accounts of holding companies, it is stated, has become urgent because the majority of important public companies have adopted the subsidiary company principle to such an extent that their balance sheets are frequently useless as a guide to the true position of the company. The provisions in the 1929 Act (ss. 125 and 126) which were introduced to meet abuses which were becoming prevalent, have, the letter states, proved ineffective. In the autumn of 1933 the Association sent detailed proposals for the amendment of company law to the President of the Board of Trade. With regard to the profit and loss account, which was dealt with for the first time in the 1929 Act, there is no definition in the Act nor any indication of its function. In many cases, states the letter, it is useless and misleading, through non-inclusion or only partial inclusion of the results of subsidiary companies. The proposal put forward last autumn was that the profit and loss account should include, under separate headings, (*a*) remuneration to directors, (*b*) total income from investments held by the company other than those in subsidiary companies, and (*c*) any material credits which are abnormal as well as any reserve from a previous period. Finally, it is remarked that recent events and cases in the courts have shown the uselessness of a general meeting with the current practice in regard to proxies as a means of ascertaining the views of shareholders upon proposals affecting their interests. The growth in size of companies and the increases in numbers of shareholders necessitate new provisions to ensure that shareholders are provided with a reasonably effective method of recording their approval or otherwise of schemes and proposals submitted to them. The last recommendation has direct reference to the remarks of Mr. Justice MAUGHAM in *Re Dorman Long & Co. Ltd.* (78 SOL. J. 12) with regard to the time available for objections when it is proposed to vary the rights of holders of special classes of shares under s. 61 of the Companies Act, 1929. The need for some reform in this matter is also hinted at by "Buckley on Companies," 11th ed., p. 132, where the learned editor remarks on the difficulty of obtaining the concurrence of the holders of 15 per cent. of the issued shares in such a short period as seven days. It is true that the great reforms effected by the Act of 1929 seem to make any suggestions for further alteration in the law a little premature, but it is submitted that, where abuses are generally admitted, no considerations ought to stand in the way of their immediate removal.

Infants, Fathers, and Third Party Insurance.

In a recent action, tried by the Lord Chief Justice and a special jury, the plaintiff recovered substantial damages from the defendant, her sister, as a result of the latter's negligence in driving a motor car in which the plaintiff was passenger.

This action is by no means the first brought by an injured passenger against a defendant nearly connected by ties of blood or friendship. Indeed, in these days of compulsory third party insurance, it would be an act of scarcely intelligible forbearance if a severely injured passenger refrained from taking any necessary action by reason of such tie, when the actual financial burden falls elsewhere.

Where the tie is between an infant child and a negligent father the position is one of interest and complexity which, sooner or later, must be dealt with in reported cases.

Several questions arise. Has an infant any right of action in tort against his father? If so, how far do his own disabilities as an infant, and a father's common law duties to him, affect certain familiar items of special damage? Can a father's obligations *qua* father be identified with his obligations *qua* defendant, and how far, if at all, can his obligations in either capacity be satisfied at the expense of his insurance company?

The first question probably involves least practical difficulty. Courts of equity early devised remedies where a father wrongfully interfered with an infant's right of property, and also where necessary would protect the person of an infant by ordering removal from a parent's custody. So, too, does the criminal law provide an effective check in cases of cruelty. But an action in tort is another matter, and it is interesting to discover that there are no recorded cases of an infant recovering damages from a parent for personal violence. It is suggested by the learned editor of "Eversley on Domestic Relations" (4th Ed., pp. 571-572) that the regard traditionally paid to family life in England has something to do with this omission. It is further suggested that there is no reason why an action for libel or slander should not succeed, and though in the past, infants have refrained from asking for compensation for the pain and suffering caused by excessive chastisement is there any reason in law why a father should not be liable to pay damages to his child whom he injures negligently?

Assuming that in such a case an action will lie, it is, of course, plain that a father cannot occupy the position of next friend as well as that of defendant. The conflicting interests involved make it impossible (*Lewis* v. *Nobbs*, 8 Ch. D., at p. 593). Some other relative or friend of substance must be found to act in this capacity, though, in view of her disabilities as married woman, the relative cannot be the plaintiff's mother (*Re Somerset* (*Duke of*), *Thynne* v. *St. Maur* (1887), 34 Ch. D. 465).

Take a concrete case: X, an infant, is severely injured in an accident to a motor car owned and negligently driven by Y, his father. At the time of trial X has partially recovered. Y has incurred heavy expenses on his behalf, and is advised that X should undergo a protracted series of operations with the hope that his condition will be ameliorated.

First, the item of expenses already accrued must be examined. In an ordinary action where the plaintiff's father is not defendant he may join in the action as plaintiff and recover sums so expended. The father's right to join in as plaintiff in respect of this familiar head of special damage is obviously based on his common law duty to maintain his child, providing for it medical attention when necessary. But, though Y has his common law duty to perform, he cannot join in as plaintiff and sue himself as defendant. It is clear, therefore, that the statement of claim in such a case cannot include this item of special damage. Nor can an infant add to his claim for damages sums paid by his parent on his behalf (*Collins* v. *Lefevre*, 1 F. & F. 436). The position as to a possible contract for necessaries will be discussed later, but in regard to expenses already accrued the liability must be that of the father only. It is true that where sums have been paid out of an infant's own funds he is able to recover in respect of them (*Collins* v. *Lefevre*, *supra*); but such cases must, surely, be rare.

It follows that in the case in question neither X nor Y can claim in an action against Y for medical attendance, hospital fees, etc., already provided by Y.

The position is different where expenses are prospective.

It is well established that a claim can successfully be made in respect of prospective liability where a plaintiff has not completely recovered and will be compelled to incur expense in the future (*Phillips* v. *South Western Railway Co.*, 4 Q.B.D., at p. 408). Normally, as has been stated, the father would be joined as plaintiff. Here Y cannot be so joined. Assume that he has no means and so cannot fulfil his common law duties as a father. Must X either forgo the necessary treatment or depend upon obtaining it free?

An answer may be found on considering an infant's limited capacity to enter into contracts for necessaries, enabling X to recover on this head from Y as defendant.

Since the days of "Coke upon Littleton," it has been unquestioned that medical attention can be a "necessary" in law. It is there said (p. 172 (a)):—

> "An infant may bind himself to pay for his necessary meat, drink, apparel, necessary physic and such other necessaries, and likewise for his good teaching or instruction . . ."

In *Dale* v. *Copping* (1610), Bulst. 39, it was held that "in an action upon the case for a promise against an infant to pay money for curing the falling sickness, this shall bind him."

X, therefore, may enter into a contract for the required medical services which will have the effect of binding him, and (despite the Infant's Relief Act, 1874) the transaction can, if necessary, be done by way of a loan since the lender can be subrogated to the rights of those who supply the medical services (*Re National Permanent Benefit Building Society; Ex parte Williamson* (1869), 5 Ch. App.). In any event, the right to enter into a contract for necessaries is presumably sufficient to justify an item in the statement of claim covering the prospective expenses.

It remains to determine whether Y's common law duty to provide the required services affects the validity of a contract by X. In this connection, when deciding whether a contract is for "necessaries" or not, the question whether the infant can obtain the alleged necessaries in some other way must be considered by the court (see Judgment of Lord Esher in *Walter* v. *Everard* [1891] 2 Q.B., at p. 374). If a father can afford the prescribed treatment, it might well be that the court would not be satisfied that a contract by an infant in respect of that treatment was for necessaries; but where a father has no means it is difficult to see how it could be other than a "necessary" in this sense.

An alternative method of attack may be open to X. He is entitled to claim general damages for pain and suffering. On his behalf can it not be properly said that if he does not recover the means to undergo the necessary treatment the ensuing adverse condition, with the possibility of greater permanent or protracted disability, must be borne in mind by the jury in estimating the appropriate sum to be awarded on this head?

Finally, it may be suggested that a policy which satisfies the provisions of the Road Traffic Act, 1930, would entitle the policy-holder to recover in respect of any liability discussed.

It may be that in given cases the terms of a policy would be sufficiently comprehensive, but the actual wording of the relevant section (s. 36 (1)) is as follows:—

> ". . . A policy of insurance must be a policy which . . . (*b*) insures such person persons or classes of persons as may be specified in the policy in respect of any liability which may be incurred by him or them in respect of the death of or bodily injury to any person caused by or arising out of the use of the vehicle on a road. . . ."

The liability contemplated is plainly that of a defendant in a hypothetical action. We have seen that in this particular case a father cannot maintain a claim against himself in an action, and any maintainable liability must be first, that of the infant himself. Further, it would not seem to be open to the father to recover in respect of his common law duty *as father* —involving a liability certainly not contemplated in a policy which simply follows the wording of the section quoted above.

Foreign Debts and Sterling Equivalent.

A NEW variant of an old problem presented itself in *Versicherungs und Transport Aktiengesellschaft Daugava* v. *Henderson* (78 SOL. J. 503). The plaintiffs, a Latvian insurance company, had insured certain buildings in Riga against fire, and had re-insured with the defendant. In consequence of a fire on the 11th April, 1930, the plaintiffs became liable under their policy, but they settled the claim in January, 1932, and claimed an indemnity from the defendant. Mr. Justice Roche gave judgment in their favour, holding that the rate of exchange applicable was that obtaining at the date of the settlement of the insurer's liability. The defendant appealed, on the ground that the correct rate of exchange was that in force at the date of the fire, as he had initialled a slip as follows: "Buildings as per original policy full re-insurance clause." The terms of the clause were: "Being a re-insurance of and warranted same gross rates, terms and conditions as and to follow the settlements of Daugava Insurance Company." In the Court of Appeal, Lord Justice Scrutton observed that the amount due under the policy had been embodied in a Latvian judgment, expressed in Latvian currency, and an English court had ordered the defendant to indemnify the plaintiffs to an equivalent amount. The question was whether the agreed sum should be turned into sterling at the rate of exchange at the time of the fire—or at the date of the settlement. The re-insurer, however, was not liable to pay any amount, prior to an agreement between the insurer and the insured, as the insurer's right to indemnity did not arise until his own liability was fixed. If he were then paid according to a rate of exchange in force at an earlier date, he might recover more than an indemnity, which would be contrary to all principle. Lords Justices Greer and Maugham agreed that the date had been correctly fixed, and the appeal was therefore dismissed, with costs.

The position with regard to the sale of goods was settled in two cases in 1923. In *Uliendahl* v. *Pankhurst Wright & Co.*, 39 T.L.R. 628, the plaintiffs sued for the price of goods sold (viz., 76,885.25 marks) and recovered judgment on the 29th June, but a question arose as to the rate of exchange at which the above amount was convertible into sterling. In a reserved judgment (delivered on the 6th July) Mr. Justice Rowlatt pointed out that the rate of exchange was 250 marks to the £1 at the date when the goods ought to have been paid for, but had subsequently varied. It would be most inconvenient to fix the rate of exchange as at the date of the judgment, which might depend upon accidental circumstances, such as the dilatoriness of the parties (in bringing the action to trial) or upon the state of business in the courts. The date of the judgment was not the deciding factor in cases of tort, or damages for breach of contract, and there was no reason why it should be in a case of debt. Judgment was, therefore, given at the rate prevailing when the debt fell due, viz., for £313 and costs.

This decision was followed in *Peyrae* v. *Wilkinson and Another* [1923] W.N. 291, in which the defendants had bought certain goods for 10,630 francs for payment on the 10th December, 1921. On the 7th April, 1922, the defendants paid £50, or 2,400 francs (at 48 francs to the £1), and were sued for the balance of 8,017 francs. The action was not heard until the 26th October, 1923, by which time the value of francs had fallen considerably, and the defendants contended that (as the debt only existed in francs beforehand) it could not be reckoned in sterling before the date of the judgment. Mr. Justice Bailhache held, however, that the debt was convertible into sterling at the rate of exchange in force at the due date, viz., the 10th December, 1921, and not at the date of the judgment.

A leading case with regard to claims for damages is *Di Ferdinando* v. *Simon Smits & Co. Ltd.* [1920] 3 K.B. 409. The plaintiff had bought 25 tons of sodium sulphide for delivery in Milan on the 10th February, 1919, but the defendants (shipping agents) converted the goods to their own use, and were sued for damages. Mr. Justice Roche held that they were liable to pay 48,000 lire, which (at the date of the breach, viz., the 10th February, 1919) represented £1,555. The date of this judgment was the 30th March, 1920, when the rate of exchange was such that a claim for 48,000 lire could be satisfied by the payment of £780. On the ground that they were only liable to pay this reduced sum (and not £1,555) the defendants appealed, but the judgment was upheld by the Court of Appeal, viz., Lords Justices Bankes and Scrutton and Mr. Justice Eve. Lord Justice Scrutton pointed out that (1) subsequent fluctuations in the value of goods, which ought to have been delivered, are too remote to be taken into account in assessing damages, (2) similarly, the variation in exchange is not sufficiently connected with the breach to be within the contemplation of the parties.

It is to be noted that, in *Henderson's Case, supra*, there appears to have been a slight modification of the principles laid down in the above cases, as the due date was taken to be the date of the settlement of the claim. This date might be open to the objection raised by Mr. Justice Rowlatt in *Uliendahl's Case, supra*, i.e., it might vary according to purely accidental circumstances. On the other hand, the liability is not crystallised prior to the settlement, so that the latter (in the case of insurance claims) is the only relevant date.

Law Revision.

THE doctrine of no contribution between joint tort-feasors, which was one of the four matters referred to the Law Revision Committee for special report on 10th January, 1934, has now been made the subject of its third interim report published on 5th July. The statement of the doctrine in the report is: "When two or more persons jointly commit a wrongful act, the person injured can recover the full amount of his damage from any one of them. If he does so, the wrongdoer who has paid the whole damage has to bear the whole loss and the other wrongdoers escape liability by reason of the rule of the common law that there can be no contribution between joint tort-feasors." It is a rule, the report says, which is "of obscure and uncertain origin" and first assumed definite shape in the judgment of Lord Kenyon in *Merryweather* v. *Nixan* (1799), 8 T.R. 186, 1 Sm. L.C. 13th ed., p. 449. It applies equally to claims between tort-feasors for indemnity: *Betts* v. *Gibbins*, 2 Ad. and E., pp. 74 and 76. Lord Herschell said in *Palmer* v. *Wick and Pulteney Town Steam Shipping Co.* [1894] A.C. at p. 324, that it was not founded on justice, equity or public policy, while Pickford, L.J., in *Austin Friars Co.* v. *Spillers and Bakers* [1915] 3 K.B., p. 592, described it as an artificial doctrine, which ought not to be extended.

The rule has, however, been held inapplicable: (1) where the party seeking contribution cannot be presumed to have known that he was doing an unlawful act: *Adamson* v. *Jarvis* (4 Bing at p. 73); (2) where the act is not manifestly tortious: *Dugdale* v. *Lovering*, L.R. 10 C.P. 196, at p. 200; (3) where the act was done in ignorance of the facts which

made it unlawful: *Burrows* v. *Rhodes* [1899] 1 Q.B. 828. The general rule is applied in spite of even an express contract of indemnity: *Smith* v. *Clinton*, 99 L.T. 840, but is strictly confined to contribution for tortious acts.

The report suggests that the simplest way of altering the law would be to follow the lines of s. 37 (3) of the Companies Act, 1929, which gave a right of contribution, as in cases of contract to a director or promoter held liable for mis-statements in a prospectus against any other person who, if sued separately, would also have been liable, except where the person made liable has, and the other person has not, been guilty of fraud. This has been applied between directors and co-promoters sued for fraud in a common law action of deceit *Gerson* v. *Simpson* [1903] 2 K.B. 197.

The report also suggests that the right of contribution might with advantage be enforced where the tort is not joint (i.e., the same act committed by several persons) but where the same damage is caused to the plaintiff by the separate wrongful acts of several persons, e.g., separate acts of negligence of two motor-car drivers resulting in the same damage. No contribution at present exists between independent tort-feasors.

The contribution should not in all cases be equal but an apportionment of the liability should be left to the decision of the judge, who should be free in suitable cases to award a complete indemnity (*cf.* the Maritime Conventions Act, 1911).

Two exceptions are recommended to the proposed alteration of the rule in *Merryweather* v. *Nixan*. The first is that occurring where A is induced to commit a wrong by the misrepresentation of B that he is committing no wrong; B, it is said, should have no right of contribution against A if made liable. The second occurs where a servant seeks contribution from a master who has not expressly authorised his unlawful act, and would therefore be entitled to indemnity from the servant. No contribution should be recoverable, it is stated, in any case from a person, who, if he had paid damages, would have been entitled under the present law to be indemnified by the person seeking contribution.

It is considered impracticable to make an exception where the tort is also a crime, as it would result in anomalies such as, for example, that libel is a crime, while slander is not.

The rule that the tort is merged in the judgment, even though there is no satisfaction, should also be altered. It is stated that a person who has sued one tort-feasor to judgment and recovered nothing cannot afterwards proceed under the existing law against another equally liable: *Brinsmead* v. *Harrison*, L.R. 6 C.P. 584. It is suggested that the rule might be altered in respect of an unsatisfied judgment only, with the provision that a plaintiff should not be entitled to obtain by execution, in the aggregate, more than the amount awarded in the first judgment.

The recommendations contained in the two previous reports are already embodied in the Law Reform (Miscellaneous Provisions) Bill, which was read a second time in the House of Commons on 15th June. The results already achieved bear eloquent testimony to the expedition and efficiency with which the Committee is accomplishing its allotted tasks.

Company Law and Practice.

Auditors' Duties.

A CASE of particular interest to accountants and other persons who assume the responsibility of acting as auditors to companies subject to the provisions of the Companies Act, 1929, is found in this month's Law Reports: *Re Allen Craig & Company (London) Limited* [1934] 1 Ch. 483. The case in question was a misfeasance summons, with the details of which we are not concerned, and the only question on which the case is reported is whether the company's auditors, having made their report on the company's accounts, discharged themselves from the liability imposed upon them by the Act to make a report to the members.

Those who want to explore the subject of auditors' duties and liabilities will do well to study the case of *Re City Equitable Fire Insurance Co. Limited* [1925] Ch. 407, but I do not propose to take up space to-day with a detailed examination of that case, though I hope at some future time to be able to do so. It is, however, desirable before we look at the facts and the judgment in *Re Allen Craig & Company (London) Limited, supra*, to examine the relevant statutory provisions.

The Companies Act, 1929, contains a group of sections, numbered 122 to 134 inclusive, which are headed: "Accounts and Audit," and which contain a code regulating this subject. I was going to write "a complete code," but, in the opinion of many people, it is far from complete, and suggestions are frequently being made for its alteration and expansion. This is a difficult question, and the difficulty arises in this way: that it is a matter of great nicety to arrive at a just balance between the giving to shareholders of all the relevant information, on the one hand, and the giving to outsiders of information which it may not be to the advantage of the company that they should know, and the undue hampering of a company by further regulations and restrictions involving increased expenditure, on the other hand.

The opinion seems to be fairly general that some of the provisions which were for the first time brought into operation by the Companies Act, 1929, as to accounts have proved quite ineffective and capable of being complied with in strictness without being within the spirit of the provisions. I cannot help feeling personally that a good deal of this sort of difficulty only arises by reason of the sheep-like behaviour of the average shareholder, who puts his money in a company and then ceases to worry about it, occasionally grumbling if the dividend is passed, or is not up to expectations. If he and his fellow shareholders would only have the commonsense to take an interest in the concern, attend meetings, and show the directors that the shareholders mean to have their views attended to, there would be far fewer complaints of the kind indicated. As it is, the shareholders usually wait until it is too late to do anything, and then complain bitterly that existing legislation is defective, and does not adequately protect them.

Let us see what the Act says about auditors and their reports. Section 129 provides that every balance sheet of a company must be signed on behalf of the board by two directors, or, if there is only one director, by that director, and the auditor's report shall be attached to the balance sheet, and the report shall be read before the company in general meeting, and shall be open to inspection by any member. Under s. 130 there is an obligation on every public company to send to all persons entitled to receive notices of general meetings of the company, not less than seven days before the general meeting, a copy of every balance sheet, including every document required by law to be annexed thereto, together with a copy of the auditor's report. The interests of members, who are not entitled to receive notices of general meetings of the company, and of debenture-holders, are protected by a sub-section which says that such persons shall be entitled to be furnished on demand without charge with a copy of the last balance sheet of the company, including every document required by law to be annexed thereto, together with a copy of the auditor's report.

The members of private companies do not come off so well in the quest for gratuitous information of the kind mentioned, they may have to pay a charge not exceeding 6d. per hundred words for a copy of the auditor's report and balance sheet (s. 131 (2)).

Now we can come to the sections dealing more specifically with auditors and their duties. Every company must, at each annual general meeting, appoint an auditor or auditors to hold office until the next annual general meeting, and, if

it does not do so, the Board of Trade may, on the application of any member of the company, appoint an auditor of the company for the current year (s. 132 (1) and (2)). No person, other than a retiring auditor, is eligible for appointment at an annual general meeting unless the formalities prescribed in s. 132 (3) have been complied with.

Section 132 (4) provides for the appointment of first auditors, and the two last sub-sections of that section provide for the filling of casual vacancies, and the remuneration of auditors respectively. Section 133 sets out a list of those disqualified from holding the office of auditor: these are—

(*a*) a director or officer of the company;

(*b*) except where the Company is a private company, a person who is a partner of or in the employment of an officer of the Company;

(*c*) a body corporate.

But the sub-section does not disqualify a body corporate from acting as auditor of a company if acting under an appointment made before 3rd August, 1928, but, subject to that qualification, any body corporate which acts as auditor of a company is liable to a fine not exceeding £100.

Next we come to the sub-section which directly gave rise to the point on which *Re Allen Craig & Company, supra*, is reported. Section 134 (1) provides that "the auditors shall make a report to the members on the accounts examined by them and on every balance sheet laid before the company in general meeting during their tenure of office." The sub-section then goes on to set out what the report must state. It must state—

(*a*) whether or not the auditors have obtained all the information and explanations they have required; and

(*b*) whether, in their opinion, the balance sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the company's affairs according to the best of their information and the explanations given to them, and as shown by the books of the company.

The same section also gives the auditors rights of access to the books and accounts and vouchers of the company, and the right to attend at general meetings at which any accounts which they have examined or reported on are to be laid before the company, and to make any statement or explanation they desire with respect to the accounts. Now let us come to the facts in *Re Allen Craig & Company*.

The auditors of the company prepared their reports on the accounts and balance sheets for the years ending 30th June, 1925, and 30th June, 1926, and forwarded them to the secretary of the company without taking any other steps to present them to the members of the company. Had they complied with the provisions of s. 134 (1) requiring them to "make a report to the members"? In fact, the members never saw those reports. It was apparently argued that in some way or another the reports ought to have been communicated to the members, and that if the directors failed to do so, it was the auditors' duty to bring to the notice of the members the terms of their reports. It was, however, conceded that if the report had been brought to the attention of a general meeting, that would have been a sufficient report to the members within the meaning of s. 234. The final sentence in the argument as reported is this: "If the company does not convene a general meeting, it becomes the duty of the auditors to communicate with all the members either in writing or verbally."

I reproduce that *in extenso* because it shows what an absurd position would arise if the contention be correct; take the case of a company with several thousand members—are the auditors to communicate with each one? How are they to do it? Under s. 98 (2) they could get a copy of the register of members at a cost of 6d. per hundred words, or perhaps they could successfully contend that, under s. 134 (2), the register of members was one of the books of the company to which they have a right of access, though it is difficult to see any logical ground for including that register among the books that it is necessary for them, in the course of their duties, to inspect. But the expense to them might be very great, quite apart from the additional strain imposed by them by having to make sure that their reports had been submitted to the members.

Let us see how Bennett, J., deals with it. "I do not think," he says at the foot of p. 486, "it possible to hold that the words 'the members' in s. 134 (1) mean 'all the members.' It cannot be that the auditors are to be at the expense and trouble not merely of sending their report through the post, but of delivering a copy to every member. It seems that one is forced by circumstances to limit the meaning of the words 'the members' and I hold that they mean 'the members assembled in general meeting.'" His lordship arrived at this conclusion on the ground that the word "members" could not have two different meanings in the same section, and that the duty of the auditors, if a general meeting were held, could only be to submit the report to the members assembled in general meeting.

His lordship goes on: "When that conclusion is reached, the next point to be considered is whether it would be right to declare that the auditors are under some duty which it may not be possible for them to perform. If the report is to be made to the members in general meeting, then it would not be right, I think, to hold that the duty of the auditors is to make that report themselves to the members in general meeting, unless they can themselves call a general meeting or can compel someone else to call a general meeting. There are no means by which they can call a general meeting or compel other persons to convene a general meeting . . . The auditors themselves are powerless. In my judgment, the duty of the auditors, after having affixed their signatures to the report annexed to a balance sheet, is confined to forwarding that report to the secretary of the company, leaving the secretary of the company or the directors to perform the duties which the statute imposes of convening a general meeting to consider the report."

His lordship then points out, in more dignified language, that it is the shareholders' pigeon. If meetings are not convened and reports not presented, it is for the shareholders to compel the directors to perform their duty. Thus another possible additional terror to auditors has been scotched.

A Conveyancer's Diary.

I AM very interested in the case of *Re Hawksley's Settlement: Black* v. *Tidy* [1934] 1 Ch. 385, to which I had to refer recently. It raises various points which are worth considering.

Will—Revocation by subsequent inconsistent Gift.

There is a question regarding the expression of opinion of a judge of the Probate Division upon a question of construction and whether that is binding upon a judge of the Chancery Division. There is a point upon "dependent relative revocation"—not a very easy matter to be determined in many cases. Another matter involved is what evidence can be admitted to show an intention to revoke a will which has not been expressly revoked. And there is a decision as to the result of a gift to trustees upon trust to carry out the written directions which the testatrix intended to leave.

That is about enough for one case I think.

A testatrix made a will in 1922 by which she purported to exercise certain general and special powers of appointment vested in her under certain settlements. In 1925 the testatrix made a codicil, the contents of which are not material. Subsequently, in 1927, she made a second will, by which she appointed three named persons to be her executors and residuary legatees "to carry out instructions that I may

leave in writing or verbally which I have not yet fully completed." This will contained a reference to a "cancelled will" which, it was admitted, referred to the 1922 will, the testatrix having written on a copy of it the word "cancelled." The 1927 will was described as "Last will and testament," etc.

By a decree of the Probate Court the two wills and the codicil were all admitted to probate. During the probate proceedings the President expressed an opinion with regard to the construction of these documents. In so doing he referred to matters which were inadmissible in a court of construction on a question of construction. The decree of the Probate Court did not contain any finding on a question of construction.

Luxmoore, J., held (1) that he was not bound by the opinion as to construction expressed by the President which could be regarded as *obiter*; (2) that the description of the 1927 will as "the last will and testament," and the reference in it to the "cancelled will" were not by themselves sufficient to effect a complete revocation of the earlier will and codicil, but that if revocation of these two documents had to be found, it must be because the testatrix had disposed of the whole of her own property and that over which she had a testamentary power of appointment in a manner wholly inconsistent with the provisions of the two earlier documents; as a matter of construction the 1927 will rendered the whole of the provisions of the 1922 will and the codicil ineffective; (3) that on the conditions in the 1927 will "to carry out instructions," etc., the legatees took what was given to them by the will as trustees, and it being impossible for the court to ascertain what the trusts intended by the testatrix were, whatever passed to the legatees had to be held by them in trust for the testatrix's next of kin.

I need not comment upon (1); with regard to (2), the learned judge referred to the doctrine of dependent relative revocation. The essence of that doctrine is that a testator should, as a matter of construction when revoking a former will, only do so upon the condition that the new dispositions made in the revoking will would be effectual. The real point is not that a revoked will is revived by reason of a subsequent disposition of the same subject-matter turning out to be ineffective, but that the testator did not intend to revoke the former will unless the later disposition was effective.

In *Onions* v. *Tyrer*, 1 P. Wms. 343, a testator made a good first devise and then made a will expressly revoking the former will and devising the property to the same people, but by another machinery; the second will was validly executed for purposes of revocation but, as the law then stood, was not properly executed to make the devise in it effective. It was held that the revocation was dependent and conditional upon the devise in the second will being ineffectual (see also *Alexander* v. *Kirkpatrick* (1874), L.R. 2, H.L. Sc. 397).

Re Bernard's Settlement; Bernard v. *Jones* [1916] 1 Ch. 354, illustrates the same principle.

In that case a testatrix in exercise of a testamentary power of appointment appointed the funds to her six daughters in equal shares. By a codicil the testatrix revoked the appointment in favour of M, one of her daughters, "in so far (but no farther) as the same" gave to M an absolute interest therein and appointed the share which M "would have been entitled to but for these presents" to trustees upon discretionary trusts for her for life with a gift over after her death, which trusts were void as offending the rule against perpetuities. It was held that the share appointed to M by the will was not revoked by the codicil but that the trusts of the codicil being void, the original appointment by the will remained operative. There, of course, there were words in the codicil which indicated that the testatrix did not intend to wholly revoke the original appointment to M but only to do so for the purpose of giving her the protection of the discretionary trusts.

An important later case is *Ward and Others* v. *Van der Loeff and Others* [1924] A.C. 653.

In that case a testator devised and bequeathed his residuary estate to trustees upon trust to pay the income to his wife during her life and after her death in trust for his children as therein mentioned, and if there should be no child the testator gave his wife a power of appointment amongst the children of his brothers and sisters and in default amongst those children equally. By a codicil the testator revoked the power of appointment given to his wife and declared trusts for the benefit of the children of his brothers and sisters in such a manner as to offend the perpetuity rule.

The House of Lords having held that the gift in the codicil was void for remoteness declared that that gift being inoperative there was no implied revocation of the gift in the will, and that the latter took effect.

It will be noticed that there was no express revocation in that case.

The authorities were reviewed there, but I am not sure that Lord Dunedin who purported to summarise the law on the subject (p. 671) got it right. I think that his lordship went farther than he intended.

In *Re Hawkesley*, Luxmoore, J., held that there was a complete revocation of the 1922 will by the 1927. In addition to what has been stated in (2) above, the learned judge said (and this appears to be inconsistent with the remarks of Lord Dunedin): "If an absolute gift or appointment is made by one testamentary instrument to A, and the subject of the appointment is then given or appointed absolutely by a subsequent testamentary instrument to B, it is difficult to see how, if the second gift or appointment fails to take effect, it can be said that the first gift or appointment is operative. In such a case the second gift or appointment takes away that which was given or appointed in the first gift, and there is nothing in either instrument to show that the testator intended that A was to take if B could not take."

I must leave the consideration of the other point involved until another week.

Landlord and Tenant Notebook.

Irremediable Cause of Forfeiture.

The case of *Rugby School (Governors)* v. *Tannahill* [1934] 1 K.B. 695, recently decided by MacKinnon, J., raised a novel point as to the statutory requirements of a forfeiture notice.

The defendant had bought, for £500, the residue of a seven-year lease of London property, granted, shortly before the purchase, by the plaintiffs. The lease contained a covenant not to permit the premises to be used for any illegal or immoral purpose, and a proviso for re-entry on the breach of any covenant. The defendant having been convicted of permitting the premises to be used for habitual prostitution, the plaintiffs served a notice which recited the facts and then announced that in exercise of the power of re-entry they required her to quit and deliver up the premises. They then issued the writ.

Section 146 of L.P.A., 1925, like its predecessors, provides for a notice specifying the breach, requiring that it be remedied if capable of being remedied, and, in any case, demanding compensation in money. The plaintiffs' notice complied with the first of the three stipulations only, and the defendant pleaded that it was insufficient.

The point as to failure to demand monetary compensation was not novel, and the learned judge had no hesitation in following the judgments and dicta in *Lock* v. *Pearce* [1893] 2 Ch. 271, C.A., and *Civil Service Co-operative Society* v. *McGrigor's Trustee* [1923] 2 Ch. 347. Both dealt with a similar omission; in the former, a tenant applied for relief against forfeiture for non-repair; in the latter, landlords sought to re-enter on bankruptcy. It was the common-sense view

taken by the Court of Appeal in *Lock* v. *Pearce* that really settled the matter. While confessing that the "in any case" was a little troublesome, they interpreted the provision as meaning that if the landlord did not ask for compensation in his notice he was not to get it subsequently, and said that if he did not happen to want it he need not ask for it. While the *Civil Service Co-operative Society Case*, in which this was applied to bankruptcy, showed how absurd a position had arisen by the inclusion (effected by the Conveyancing Act, 1892) of bankruptcy in the list of discretionary relief cases without any modification of the requirement of a demand for compensation in money. Indeed, such a demand seems a little unkind! Not, of course, that fatuous formalities of this sort are never countenanced by our law; does not the criminal law provide both that a convicted murderer shall be invited to argue that he should not suffer the death penalty, and that he shall suffer that penalty?

The question whether the breach of a covenant not to permit use for illegal or immoral purposes was capable of remedy had not hitherto been decided. The defendant's argument was that it could be remedied, namely, by ceasing to use in the prohibited way (and evidence showed that the house had become respectable). But his lordship held that this contention, which would mean that a tenant who broke his covenant against user would only have to reform to deprive his landlord of a cause of action (for forfeiture) and could then resume his old ways, was untenable.

The judgment then laid down the principle that a breach of an affirmative covenant could, but a breach of a negative covenant could not, be remedied. This seems rather wide, and reminds one, incidentally, of the old dispute as to whether negative covenants could be said to be "performed"—it was finally held in *Harman* v. *Ainslie* [1904] 1 K.B. 698, C.A., that they could. But I think his lordship qualifies the proposition later. The judgment runs: "But breach of a promise not to do a thing cannot in any true sense be remedied; that which was done cannot be undone. There cannot truly be a remedy; there can only be an abstention, perhaps accompanied by an apology. I think that breach of a negative covenant *of this sort* is not capable of remedy within the section."

"That which was done cannot be undone" repeats, almost verbatim, an observation said to have been made by one Lady Macbeth in less happy circumstances. But does remedy mean undo? The New English Dictionary gives "to put right; to make good; to rectify"—making good is, indeed, more applicable to the case of a deficiency, but a positive error can be put right or rectified. While not suggesting that prohibited use can be remedied, I submit that breaches of some negative covenants can be "put right" if not "undone." For instance, a covenant not to cut walls could, if broken by the construction of a door, be remedied by removing the door and filling up the gap; the fixing of a sign in breach of a covenant not to alter external appearance seems capable of remedy by simple removal; and I suggest that landlords seeking to enforce forfeiture for such causes would be advised to require the breaches to be remedied.

The distinction between positive and negative covenants is, of course, of importance when it comes to a question of relief—but it is noticeable that when laying down the general principles in *Rose* v. *Spicer* [1911] 2 K.B. 234, Cozens-Hardy, L.J., commenced with "In the first place the applicant must so far as possible . . . remedy the breach . . ." and it is only in his second, third and fourth strictures that he classifies according as covenants are positive or negative, and he never suggests that breaches of the latter are irremediable as such.

Sir Henry Studdy Theobald, K.C., of Bedford-gardens, W., and of Westerham, for fifteen years Master in Lunacy, who died on 8th June, aged eighty-seven, left estate of the gross value of £185,062, with net personalty £174,122, on which estate duty of £41,861 has been paid.

Our County Court Letter.

WIDOW'S RIGHT TO FURNITURE.

In a recent case at Morpeth County Court (*Kennedy and Others* v. *Spowart*) the plaintiffs—as personal representatives of the defendant's late husband—claimed £50 as the value of furniture (alleged to be part of the estate of the deceased) and £10 as damages for the wrongful detention thereof by the defendant. Her case was that (1) in addition to her housekeeping allowance (30s. a week) her husband had given her another 50s. a week for her own use; (2) she had spent this extra money on the furniture, which was her own property. The plaintiffs contended, however, that the furniture was bought out of savings from the housekeeping allowance, and was therefore an asset of the estate. His Honour Judge Thesiger accepted the evidence of a shopkeeper, viz., that the deceased had done the household shopping and had paid cash. It was therefore held that (*a*) the 50s. was not part of the housekeeping allowance; (*b*) the defendant was therefore entitled to the furniture—except an oil stove and some willow pattern plates. Judgment was given in her favour accordingly—the costs of both sides to be paid out of the estate.

THE DIVISION OF PONY RACING PRIZES.

In the recent case of *Hill* v. *Hepper*, at Torquay County Court, the claim was for £13 as the half share of prizes won by the plaintiff's pony "Rocket." The plaintiff's case was that (1) He had lent the animal to the defendant to race at local meetings (not under National Hunt Rules) on the terms that any prize money was to be equally divided; (2) the expense of upkeep, etc., was to be borne by the defendant out of his share of the winnings; (3) in six weeks the pony had won about £30 (at different weekly meetings) but the plaintiff had only received £3 indirectly, and he was unaware that the pony had been raced under different names. The defendant's case was that (*a*) As a member of the National Hunt (for twenty-five years) he did not run horses in "flapping" races, otherwise he would be "warned off"; (*b*) although the pony had been kept on his farm (and fed with his corn) he had not been interested in the animal; (*c*) the latter had been ridden by his daughter, as her own pony had broken a leg. Corroborative evidence was given by the defendant's daughter, by her jockey-groom, and by a third party to whom the pony had been lent for certain races. His Honour Judge The Hon. W. B. Lindley observed that pony racing was very open, as anyone (whether the owner or not) could enter a pony, and—provided it was raced with the same name throughout one day—an animal could be raced under any name at different meetings. As the plaintiff had not made out his case, judgment was given for the defendant, with costs.

INFANT'S LIABILITY FOR RENT.

In *Broude* v. *Wolfe*, recently heard at Liverpool County Court, the claim was for £3 10s. (as seven weeks' rent of an office) in the following circumstances: (1) The plaintiff, at the request of the previous tenant, had transferred the tenancy to his son (the defendant) who was present when his father represented that he was of age; (2) the previous tenant had subsequently become bankrupt, but (although no rent had been paid) the plaintiff refrained from distraining—in reliance upon the defendant's solicitors' undertaking to pay the rent; (3) the defendant had therefore been permitted to remove his goods. Liability was disputed on the ground of infancy, and the defendant denied having been present when his father misrepresented his age. The defendant tendered a slip of paper, stating he was born on the 26th July, 1913, but it was objected that this (not being a certificate of birth) was inadmissible. His Honour Judge Dowdall, K.C., held that (*a*) Infancy is no defence to an allegation of fraud; (*b*) although a man is present at his own birth, he is not in a position to give evidence of the date. Judgment was therefore given for the plaintiff, with costs.

To-day and Yesterday.

16 JULY.—It was an unlucky day for James Seton when he asked Mrs. Hawkey to dance at a public ball. Previous attentions which he had paid her had been unwelcome to the lady and to her husband, Lieutenant Hawkey, who on this occasion called him a blackguard and a scoundrel. A challenge followed and a pistol duel, Seton being mortally wounded. On the 16th July, 1846, his antagonist was tried for murder before Mr. Baron Platt. The prisoner's counsel, Mr. Cockburn, enlarged on the difference between the language of the law and the demands of society with regard to duelling. The verdict of acquittal was greeted by a burst of applause.

17 JULY.—A peculiar case came up at the Wisbech Quarter Sessions on the 17th July, 1816. A Methodist preacher appealed against a conviction for collecting a congregation of persons and preaching to them, otherwise than in accordance with the liturgy and practice of the Church of England, in a field which had not been licensed. The Rector of Doddington had caused him to be arrested and, on conviction, he was fined the utmost penalty imposed by the Toleration Act. Quarter Sessions confirmed this decision, but on a case for the opinion of the King's Bench being demanded, the prosecutors abandoned the prosecution.

18 JULY.—In 1839, the Earl of Norbury, son of the notorious Chief Justice of Ireland, was murdered, but it was not till the 18th July, 1844, that a man was brought to trial for the crime. At the Tullamore Assizes, before Crampton, J., Peter Dolan stood accused, the chief witness against him being an individual called Day, who swore that after notices of ejection had been served on some of the Earl's tenants, including himself and the prisoner, the murder had been resolved on among them, Dolan carrying it out. Several witnesses were called on both sides, and in the end the jury accepting the prisoner's alibi acquitted him.

19 JULY.—The judicial career of William de Vesey who died on the 19th July, 1297, is in striking contrast with the modern idea of a judge. His first appointment was as justice of the forests north of the Trent, in 1285, and subsequently, he was put at the head of the justices itinerant for pleas of the forest in Nottinghamshire and Lancashire. Later, he varied his activities by becoming Governor of Scarborough Castle, and soon afterwards he went to Ireland as Chief Justice. Here he fell out with John FitzThomas, against whom he took defamation proceedings, and a duel having been awarded, he appeared at Westminster fully armed, but his opponent kept away.

20 JULY.—Lord Westbury, formerly Chancellor, died at his house in London on the 20th July, 1873, at the age of seventy-three.

21 JULY.—On the 21st July, 1798, William Michael Byrne was sentenced to death for his part in the Irish rising of that year, a Dublin jury having found him guilty of high treason after a retirement of ten minutes. Before sentence, he protested that, had his trial not been hurried on, he could have "brought forward witnesses to do away with the evidence of the villain who swore against him." He thanked his counsel Curran for his exertions in his defence, asked for a few days to regulate some important business, and calmly heard the barbarous sentence for treason.

22 JULY.—On the 22nd July, 1844, at the Lincoln Assizes, Eliza Joyce, "a mild and not uninteresting looking woman," pleaded guilty to two indictments charging her with the murder of Emma Joyce, aged eighteen months, a child of her husband by a former marriage, and Ann Joyce aged six weeks, her own daughter. In both cases, she used laudanam. On each arraignment, she feebly uttered: "I am guilty," and Mr. Justice Coltman sentenced her to death in as few words as formality allowed.

THE WEEK'S PERSONALITY.

In Memory of
Richard, Baron Westbury,
Lord High Chancellor of England.
He was an eminent Christian,
An energetic and successful Statesman,
And a still more eminent and successful Judge.

During his three years' tenure of office
He abolished
The time-honoured institution of the Insolvents' Court,
The ancient mode of conveying land,
and
The eternity of punishment.

Towards the close of his earthly career,
In the Judicial Committee of the Privy Council,
He dismissed Hell with costs,
And took away from orthodox members of the Church of England
Their last Hope of Eternal Damnation

Such was the mock epitaph which in the lifetime of its subject was considered by the Temple generally a first-class verbal caricature.

THE USES OF LATIN.

Some question of Latinity having arisen before Mr. Justice Crossman recently, a popular Chancery junior confessed that he had no knowledge of the Latin language, his earlier days having been passed in the Navy where that accomplishment was not regarded as essential. The learned leader on the other side, however, not only revelled in the Roman tongue, but was furnished with an apt quotation touching the discipline which maintained the Roman state. But Latin is sometimes an arm as well as a discipline. Thus, the late Mr. Crispe, K.C., when Judge Wheeler insisted on pronouncing his name in two syllables, said: "I fear your honour is in some difficulty as to the pronunciation of my name. In my case the Latin rule does not apply, and 'e' final is 'e' mute. Your honour being a classic is probably thinking of Sallust—not the historian, but the wine-bibber of whom Horace speaks in one of his Odes in the vocative case 'O Crispe Sallusti.'" The delicate compliment to the judge's scholarship prepared the ground for a favourable verdict in a case which Crispe had not expected to win.

CUSTOM UNTOUCHED.

Not long ago, the "*Clameur de Haro*" invoked in the Island of Guernsey recalled how close lie the strongholds of ancient custom yet unlevelled by codification. Now the singular usages of that quiet land where the thousand-year old cry of "*Haro, haro, à l'aide, mon prince, or me fait tort*" acts as an interim injunction, have been eclipsed by the formal quaintness of Manx legal ceremonial to which attention was directed by the general interest in the Kaye Don trial. "By this book and the holy contents thereof and by the wonderful works that God hath miraculously wrought in heaven above and in the earth beneath, I do swear that I will without respect or favour of friendship, love or gain, envy or malice, execute the laws of this island justly and as indifferently as the herring back-bone doth lie in the midst of the fish." In the quaint symbolism of the Deemster's oath, the spirit of the old Norse customs of the island is at one with the visual solemnity with which legal oaths have been invested from the beginning—back to the time of the Phœnicians, who in swearing held a stone in one hand and a lamb in the other, signifying that they wished Heaven to strike them dead if they did not speak the truth.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

The Bentham Committee.

Sir,—In the editorial note on "Poor Persons Procedure" in your issue of the 30th June, you were good enough to state that the work undertaken by this Committee deserved much wider advertisement and appreciation than it had hitherto received, and after a reference to the insufficient support given to Poor Persons work by London solicitors as compared with the assistance given by provincial solicitors, which The Law Society had pointed out, you concluded by expressing the hope that an increasing number of London practitioners would assist in this excellent work.

The Law Society is, of course, only concerned with the organisation of legal aid for the poor in the High Court, where court fees are remitted for "poor persons," and receives a grant from the State which covers its expenses; whilst the Bentham Committee, established some six years ago to provide similar aid in London for poor persons in the county court and police courts (so far as regards the non-criminal jurisdiction of the latter), receives no grant from the State but is dependent on voluntary contributions for its expenses, and often has to assist poor litigants by providing moneys for court fees, which are not remitted in county courts, so that its difficulties are two-fold.

Conditions are certainly different in London from those in the provinces, as you suggest, but London solicitors have the opportunity of helping the poor of London in their legal difficulties by becoming subscribers to the Bentham Committee, when they cannot give personal service. Some firms do help in this way and many others, we feel sure, would do so if they were aware of the need and the opportunity.

We are very grateful for the kind references which you have made to the work of the Bentham Committee for Poor Litigants on more than one occasion, and which were recently endorsed by *The Times*, and the object of this letter is to thank you and to let those London solicitors who cannot undertake to conduct cases for poor people in the county courts and police courts, know that they can help in another way by sending subscriptions or donations to this Committee at 1, Lincoln's Inn Fields, W.C.2.

We are greatly in need of the money to cover purely administrative expenses, which increase with the growth of our work.

CECIL, President.
D. N. PRITT, Chairman.
WALTER MONCKTON, Vice-Chairman.

Lincoln's Inn Fields, W.C.2.
16th July.

Books Received.

Tax Cases. Vol. XVIII, Part IV. 1934. London: H.M. Stationery Office. 1s. net.

Clients' Money! By the Author of "The Simplex Agreement for Sale," etc. 1934. Crown 4to. pp. 37. London: Sweet & Maxwell, Limited. 2s. 6d. net.

Annual Survey of English Law, 1933. London School of Economics and Political Science (University of London) Department of Law. 1934. Medium 8vo. pp. 382 and (with Index) 395. London: Sweet & Maxwell, Limited. 10s. 6d. net.

Bookkeeping for Solicitors. By J. O. KETTERIDGE. 1934. Demy 8vo. pp. 60 (with Appendix). London: Stevens and Sons, Limited. 5s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London, Liverpool and Birmingham.]

Notes of Cases.

Judicial Committee of the Privy Council.

Dinshaw *v.* **Commissioner of Income Tax, Bombay Presidency.**

Lord Tomlin, Lord Russell of Killowen, Lord Macmillan, Sir Lancelot Sanderson and Sir Shadi Lal. 22nd June, 1934.

REVENUE—INDIA—DEBT BY LIMITED COMPANY—WHETHER A BAD DEBT WHILE COMPANY STILL A GOING CONCERN—EVIDENCE.

Appeal from a judgment of the High Court at Bombay.

The appellant, F. E. Dinshaw, was a member of a firm who acted as agents for a limited company which carried on the business of a cotton mill. The appellant was assessed to income tax under the Indian Income Tax Act, 1922, for the year 1929–30 on the basis of his income for the preceding year 1928–29. In that preceding year the firm had, under guarantees given by them, been compelled to pay, and had paid, to the lenders large sums which had been advanced to the limited company and which that company had failed to repay. As a result the limited company became immediately indebted to the firm in a large sum, the share of the appellant therein being Rs.1,73,500. It was alleged by the appellant that that indebtedness was irrecoverable from the limited company, and he claimed to have that sum of Rs.1,73,500 allowed to him as a deduction in arriving at his assessment to income tax. It was not disputed that if the debt was a bad debt the appellant would be entitled to the deduction he claimed. The Chief Justice of the Bombay High Court held that, so long as the company was on the register and so long as it was carrying on business as a going concern, it was impossible to say that any debt which it owed was necessarily irrecoverable.

LORD RUSSELL OF KILLOWEN, in giving the judgment of the Board, said that their lordships knew of no principle or authority on which the view of the Chief Justice could be supported. Whether a debt was wholly or partly and to what extent bad or irrecoverable was in every case (and whether the debtor was a human being or a joint stock company or other entity) a question of fact to be decided by the appropriate tribunal upon a consideration of the relevant facts of that case. There was no justification for the suggestion that a practice should prevail in the Commissioner's office under which a debt due from a limited company which was still a going concern was incapable of being treated as a bad debt. The order of the High Court should be dischaged and the appellant's claim to the deduction would have to be re-considered by the appropriate authority in the light of all relevant evidence.

COUNSEL: *Wilfrid Greene*, K.C., and *R. P. Hills*, for the appellant; *A. M. Dunne*, K.C., and *W. Wallach*, for the respondent.

SOLICITORS: *T. L. Wilson & Co.; Solicitor, India Office.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Court of Appeal.

Chocolate Express Omnibus Co. Ltd. *v.* **London Passenger Transport Board.**

Scrutton, Greer and Maugham, L.JJ.
18th, 19th and 20th June and 2nd July, 1934.

STREET TRAFFIC—LONDON PASSENGER TRANSPORT BOARD—TRANSFER OF UNDERTAKING—AGREEMENTS SINCE PASSING OF ACT—"APPOINTED DAY"—CARRYING ON UNDERTAKING—LONDON PASSENGER TRANSPORT ACT, 1933 (23 Geo. 5, c. 14), s. 5 (2) (*e*) (i).

Appeal from the London Passenger Transport Arbitration Tribunal.

In 1927, the chairman and managing director of the company took a lease of a garage. He received rent for the garaging

of the company's omnibuses, and it had been agreed, though not in writing, that all petrol, oil and requisites should be purchased from him, no duration of time being mentioned. In 1929, he acquired the freehold of the premises and according to the company's minutes, an arrangement was ratified whereby the omnibuses were to be garaged there on the same terms as previously. The London Passenger Transport Act was passed on the 13th April, 1933. On the 29th November, the company agreed with its chairman in writing, in respect of the garage, to hire "sufficient space for the garaging of the company's omnibuses," and to buy from him all the petrol, oil and other commodities needed for them, the duration of the agreement being so long as the chairman owned or occupied the garage. By a lease, dated the 8th January, 1934, the company agreed to become tenant of a definite space in the garage for twenty-one years. There was a covenant to buy from the lessor and his successors all necessary petrol, oil and other commodities. The Tribunal held that no property acquired by the company after the passing of the Act passed under s. 5 (2) (*e*) (i) to the Board, which was, therefore, not bound to take over the garage as part of the company's undertaking.

SCRUTTON, L.J., dismissing the appeal said, that the agreement of 1929 could not be more than a revocable licence (see *Holmes* v. *Mitchell*, 7 C.B. (N.S.) 361), but the lease, if valid, gave rights which did not exist before the passing of the Act. The Act compelled the transfer of certain property of the undertaking to the Board on an "appointed day." Till then, the owners were bound to carry it on in the ordinary course of business, maintaining its efficiency, and this might involve acquiring property after the passing of the Act; therefore, the Tribunal's decision was too widely expressed. But the owners mist not go beyond what was necessary to maintain efficiency till the appointed day. This was the principle in *Mercer* v. *Liverpool, St. Helen's and South Lancashire Railway* [1904] A.C. 461, at p. 465, and *In re Marylebone (Stingo Lane) Improvement Act, ex parte Edwards*, L.R. 12 Eq. 389, cases under the Lands Clauses Act, but it was not confined to that Act (see *Wilkins* v. *Mayor of Birmingham*, 25 Ch. D. 78). The agreements in question in this case were not necessary for the purpose of maintaining efficiency, and the appeal must be dismissed, but without costs.

GREER and MAUGHAM, L.JJ., agreed.

COUNSEL: *Carr*, K.C., and *H. Burt*; *Henderson*, K.C., and *Fox-Andrews*.

SOLICITORS: *J. R. Cort Bathurst*; *Bircham & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Garland: Eve *v.* Garland.

Bennett, J. 30th May, 1934.

WILL—CONSTRUCTION—"OWNER AND OCCUPIER" OF HOUSE—INSANITY OF TESTATOR—IN MENTAL HOME—NEVER IN RESIDENCE—RECEIVERSHIP ORDER—OCCUPATION BY WIFE.

By his will, dated the 6th August, 1930, the testator devised to his wife "any house of which I may at the time of my death be the owner and occupier." In July, 1930, he had bought a freehold house, intending to reside there, but, as shortly afterwards he had been placed in a mental home, he never lived there, though, on the 22nd August, his furniture was moved in. His wife was appointed receiver of his estate under s. 116 of the Lunacy Act, 1893, and under a receivership order was allowed the use and occupation of the house, rent free, and also the use of the furtiture, provided she paid all outgoings in respect of the house and kept the property insured. She lived in the house till after the testator's death.

BENNETT, J., in giving judgment, said that the testator, being owner of the house, the question was whether he was also occupier. Residence was not the same as occupation, and, in this case, it appeared that the testator was the occupier of the premises: see *R.* v. *St. Pancras Assessment Committee*, 2 Q.B.D. 581, at p. 588.

COUNSEL: *George Slade*; *Rink*; *The Hon. Trevor Roberts*.

SOLICITORS: *Howse & Eve*; *W. J. Watts Miller*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re Forshaw: Wallace *v.* Middlesex Hospital.

Bennett, J. 18th and 20th June, 1934.

WILL—CONSTRUCTION—GIFT—MISDESCRIPTION—CHARITABLE INSTITUTION—ADDRESS SPECIFIED—NO GENERAL CHARITABLE INTENTION.

By his will the testator gave property to "the Middlesex Children's Hospital, Middlesex-street, London, W." There was no Middlesex Children's Hospital in Middlesex and no hospital in Middlesex-street, London. The Middlesex Hospital, Mortimer-street, claimed to be entitled to the property, and there was evidence that the testator had in his lifetime been interested in it.

BENNETT, J., in giving judgment, said that the evidence not being strong enough to show with certainty that the testator meant the Middlesex Hospital, the question arose whether the subject-matter of the bequest should be applied *cy près* or should go as on an intestacy. To apply it *cy près*, it would have to be found that the testator had a general charitable intention—that instead of intending to benefit some particular institution carrying on charitable work he meant to benefit a particular charitable purpose (*In re Davis* [1902] 1 Ch. 876). In this will there was nothing apart from the terms of the gift to give a clue to what the testator meant. A gift in that form, when an address was given, made it impossible to presume that a purpose and not an institution was meant. The gift must fail.

COUNSEL: *A. G. Gordon*; *A. E. J. Clark*; *Pattisson*; *Andrewes-Uthwatt*, for the Attorney-General.

SOLICITORS: *Breeze, Benton & Co.*; *Peake & Co.*; *Probyn, Dighton & Parkhouse*; *Treasury Solicitor*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law

High Court—King's Bench Division.

Shaw and Others *v.* London County Council and Another.

Roche, J. 2nd July, 1934.

PROCEDURE—ACTIONS BY INFANTS—PRELIMINARY POINT—DEFENCE OF PUBLIC AUTHORITIES PROTECTION ACT—APPLICABLE TO ACTIONS BROUGHT BY INFANTS—WORDING OF ACT ABSOLUTE—PUBLIC AUTHORITIES PROTECTION ACT, 1893 (56 & 57, Vict., c. 61).

His lordship heard a preliminary point arising out of an action brought by a number of infants, suing by their fathers as next friends, for damages for alleged negligence. The children had been admitted into a hospital provided by the London County Council, and while there had contracted a disease, owing, they alleged, to negligence and unskilfulness and breach of duty of the medical superintendent of the hospital. Damages were claimed in the action against the medical superintendent personally and against the council as the responsible authority. Both defendants denied the plaintiffs' allegations, and pleaded that the action was barred by the Public Authorities Protection Act. The children were admitted to the hospital in October, 1932, and the disease became apparent in that month. The writ in the action was issued on the 31st January, 1934, and the statement of claim was delivered on the 22nd February, 1934. The defences were delivered on the 30th April, 1934, and the plaintiffs on the 8th June delivered an amended claim alleging that the children were still suffering and that after nineteen months of treatment no cure had been effected. The preliminary

point of law was whether the time limit of six months provided by the Public Authorities Protection Act, 1893, applied in actions brought against a public authority by infants.

Roche, J., said that in his judgment the plaintiffs' claim was barred except in so far as under the amendment they might be able to rely on a cause of action which arose within six months before the issue of the writ. Clearly the main cause of action arose outside that period. It was argued that as the plaintiffs were infants the Public Authorities Protection Act did not put a limit to their taking action until they were of full age, but in his opinion that contention was not well founded. The wording of the Act was absolute, and no exception was made with regard to infants. He would strike out the statement of claim and give the plaintiffs leave to plead again, raising any matters on which they relied and which happened within six months preceding the issue of the writ.

Counsel: *Singleton*, K.C., and *H. C. Dickens*, for the defendants; *David Weitzman*, for the plaintiffs.

Solicitors: *Courts & Co.*; *Howard Roberts*.

[It is understood that the Court of Appeal have given the plaintiffs leave to appeal against the decision of Roche, J., on the preliminary point.]

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Cunliffe *v.* Attorney-General.

Sir Boyd Merriman, P. 27th June, 1934.

Legitimacy Petition—Costs of Attorney-General's Representation—Legitimacy Act, 1926 (16 & 17 Geo. 5, c. 60).

At the end of this case, the President having made a declaration of legitimacy under the Legitimacy Act, 1926, counsel for the Attorney-General, who was respondent as required by statute, applied that the petitioner might be ordered to pay the Attorney-General's costs. He stated that the Treasury considered that when the petitioners in legitimacy proceedings were in a position to pay the Attorney-General's costs they should be ordered to do so. The petition was a luxury application, the Attorney-General had to be represented, and there was no reason why the public should bear the costs involved by such representation. Counsel for the petitioner submitted that the Attorney-General's application was a departure from the practice of many years. Inasmuch as certain cases had decided that the only safe way of establishing legitimation under the Legitimacy Act, 1926, was by a declaration of the court on petition, a petition by those who wished to establish their status was not a luxury but a necessity. An order for costs was not warranted in this case. During argument the President said that he did not see why the costs should fall on the taxpayer. If there was any responsibility for the necessity for the application for a declaration of legitimacy, it certainly was not the fault of the taxpayer. He understood that counsel received instructions from the Attorney-General to exercise discretion as to the cases in which to apply for costs. Counsel for the petitioner referred to the means of the petitioner.

Sir Boyd Merriman, P., said that he was not going to decide the question of costs by an inquiry into means, but was deciding it on a question of principle—whether any of the costs in a matter of this kind should fall on the taxpayer. The Attorney-General, as he had applied for them, would have his costs.

Counsel: *Clifford Mortimer*, for the petitioner; *Wilfrid Lewis*, for the Attorney-General.

Solicitors: *Pritchard, Englefield and Co.*, for *Butcher and Barlow*, Bury; *Treasury Solicitor*.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

Denhert *v.* Denhert and Gamil.

Langton, J. 11th July, 1934.

Petition for Dissolution — Discretion — Petitioner's Evidence comprising Discretion Statement given on Affidavit.

In this undefended suit for dissolution the petitioner was an officers' steward in H.M. Navy now serving on the West Indies station. In July, 1933, the petitioner was granted leave to give his evidence on affidavit *de bene esse*. At that time he did not disclose to his solicitors that he had to ask for the discretion of the court, but did so later, and the petition was amended accordingly. In January, 1934, the petitioner informed his solicitors that he was under orders to sail and would be absent from this country for a space of two years. He was thereupon sworn to an affidavit comprising, *inter alia*, his discretion statement, and the case came on for hearing on 12th March, 1934.

Langton, J., on being informed that the judge in chambers had not been aware that the petitioner required the discretion, adjourned the case for application to be made in chambers for leave to give affidavit evidence comprising the discretion statement, but heard the evidence of the witnesses as to adultery *de bene esse*. Leave was obtained and the case restored.

Langton, J., on being satisfied that the petitioner's service would not permit him to return to this country until the year 1936, received the affidavit evidence and pronounced a decree *nisi*.

Counsel: *Compton-Miller*, for the petitioner.

Solicitors: *Braund & Hill*.

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.—Part II.

Obituary.

Major C. B. Symonds.

Major Christopher Barker Symonds, senior partner of the firm of Stone & Symonds, of Wirksworth, Derbyshire, died on Thursday, 12th July, at the age of sixty-nine. Major Symonds, who was admitted a solicitor in 1887, had been Clerk to the Justices at Wirksworth for over forty-two years. He was steward of the Great Barmote Court for the Soke and Wapentake of Wirksworth and Steward of the Duchy of Lancaster for the Manors of Wirksworth and Ivan Wood. Major Symonds, who had been an officer in the Volunteers and later in the Territorials, served throughout the war as an officer in the Sherwood Foresters.

Gray's Inn Library.

The library will be closed for necessary decorations and repairs from Wednesday, 1st August until Monday, 3rd September.

By kind permission of the Treasurers and Masters of the Bench of the Hon. Societies of Lincoln's Inn and the Middle Temple, the Libraries of these Societies will be open to members of Gray's Inn during that time.

The hours of opening are:—

Lincoln's Inn (until 21st August only)—11 a.m. to 4 p.m. (Closed on Saturdays.)

Middle Temple—10 a.m. to 4 p.m. (Saturdays to 1 p.m.)

The Law Society.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 18th and 19th June :—

James Alexander Abbott, B.A. Oxon, James Martin Abell, Robert Edward Allen, John Ernest Allen-Jones, B.A. Oxon, James Reginald Archer, B.A., LL.B. Cantab., Reginald Francis Archibald, B.A. Oxon, John MacConnal Armstrong, Thomas Armstrong, Thomas Grenfell Arnott, Harold Samuel Arscott, Charles Reginald Ashworth, LL.B. Manchester, Emmanuel Astrinsky, LL.B. Leeds, Richard James Atkey, B.A. Oxon, Henry Willis Aubin, Leslie Henry Baines, B.A. Oxon, Michael Baird, B.A. Cantab., Leonard Bamforth, Joan Barker, LL.B. Leeds, John Marshall Barwick, B.A. Oxon, Patrick Hamilton Baynes, M.A. Oxon, Henry Edward Vivian Bennett, Louis Bennett, LL.B. London, William Gilchrist Bennett, B.Sc. London, Bernard Berg, B.A. Oxon, Stanley Bernstein, LL.B. London, Claud Bicknell, B.A. Cantab., Norman Garvice Bird, B.A. Oxon, Alexander Joseph Birtwell, Bernard Crompton Bischoff, B.A. Oxon, Brian Henry Black, B.A. Oxon, Arthur Graham Blunt, B.A. Cantab., Harry Stanger Bouchier, Edward Humphrey Bowen, Richard Bowyer, Alan Bradley, Donald Webster Bradley, LL.B. Leeds, James Frederick Bradley, Douglas Elliott Braithwaite, B.A. Cantab., William Ridley Gow Brown, Michael Robert Bruce, B.A. Oxon, Douglas Heyden Bruton, B.A. Cantab., Edward Cooper Bryan, LL.B. Birmingham, Gerald Gale Burkitt, LL.B. Birmingham, Maurice James Burn, B.A., LL.B. Cantab., Joseph Frederick Burrell, B.A. Cantab., Reginald William Burrell, William John Stuart Burrell, B.A. Oxon, Edward Adam Carse, Robert Thomas Carver, B.A. Cantab., Laurence Edgar Cates, LL.B. London, James Irvine Caulfield, LL.B. Manchester, Henry Davis Cavaghan, B.A. Cantab., Hilda Marie Charbonnier, James Noel Childs, Robert John Clayton, B.A. Oxon, Thomas William Cocks, B.A. Cantab., Albert Cohen, LL.B. Liverpool, Montague Cohen, LL.B. Leeds, Arthur Herbert Cole, Cecil Ellis Coles, B.A. Cantab., William George Cottrell, Francis Roger Crane, LL.B. London, Thomas Edmund Cremer, Philip Henry Cresswell, George Brownell Nathaniel Creswick, B.A., LL.B. Cantab., Milfred Estcourt Crosland, Felix Edmund Crowder, B.A., LL.B. Cantab., Harold Charles Crowther, William Norman Curtis, LL.B. Leeds, Alfred Woodham Davies, B.A. Oxon, John Betham Davies, Philip Sydney Davies, B.A. Cantab., Roderick Albert Davies, LL.B. Manchester, Arthur Charles Davis, John Arthur Davis, Clifford Dawson, Ernest Reginald Dennis, Robert James Dickinson, B.A. Cantab., Patrick Robson Dobbin, Frederick John Ritson Dodd, B.A., LL.B. Cantab., David Seymour Downs, John Edward Driver, LL.B. Manchester, Tom Simpson Duckworth, Francis Evelyn Du Pre, Richard Laurence Ekin, B.A. Cantab., Charles Harvey Elgood, Peter Charles Eliot, B.A. Cantab., David Hubert Raymond Evans, B.A., LL.B. Cantab., Jack Evans, John Dudley Evans, John Lucas Evans, B.A. Cantab., John Marten Llewellyn Evans, B.A. Oxon, Bryan Grosvenor Evers, LL.B. Birmingham, Kenneth Ewart, B.A. Oxon, Laurence Arthur Finklestone, LL.B. London, Frank Arthur Campbell Fisher, Frederick Charles Fisher, John Hindle Fisher, Boris Fishman, Philip Allcroft Foster, M.A., LL.B. Cantab., Andrew Maurice Melliar Foster-Melliar, B.A. Cantab., John Higham Franks, Joel Fredman, Lawrence John Frost, Charles Donald Garrett, Roderick Paul Agnew Garrett, B.A. Cantab., William Ivor Gaunt, William Richard Philip George, James William Girling, Charles Mandall Hartley Glover, B.A. Oxon, Kenneth Goodacre, Charles Goodman, Norman Cyril Goodridge, Brian Chalkley Gould, LL.B. London, Hartley Brisco Graham, John Norman Grange-Bennett, B.A. Cantab., Ralph Briscoe Graves, B.A. Oxon, Herbert Dudley Grayson, Arthur John Green, M.A. Cantab., Arthur Ward Greenhalgh, B.A. Cantab., William Leslie Hall, LL.B. Manchester, Ernest Leslie Halliwell, B.A. Cantab., Ada Halstead, Hugh Dukinfield Hamilton, B.A. Oxon, Fenwick Deane Hammond, B.A. Cantab., Wilfrid Gerald Hancock, B.A. Oxon, Phineas John Hands, George Percival Harris, LL.B. Birmingham, John Donald Haslam, B.A. Cantab., Christian Lee Heneker, B.A. Oxon, George Hibbert, Norman Howarth Hignett, George Patrick Moncaster Hilbery, B.A. Cantab., Frank Hill, Herbert Russel Hinckley, John Walter Gerard Hoare, Craven Goring Hohler, B.A. Cantab., Gerald Ashcroft Holford, Horace Holmes, Edward Hooton, B.A., LL.B. Cantab., Henry Griffin Howard-Watson, LL.B. Liverpool, Lester Giles Hughes, Dennis Barton Ireland, William Thomas Jackson, Harry Ronald Jacobs, Ithel David Jeremy, LL.B. Wales, Harold Johnson, Reginald Gordon Jones, Frederick William Wawman Kempton, B.A. Cantab., William Teare Kermode, M.A., B.C.L. Oxon, Robert Horace Kerrison, Clifford Meugens Kidd, B.A., LL.B. Cantab., John Henry Kidgell, Edgar Maurice Kingston, Edward Knowles, Arthur Krestin, LL.B. London, Gerard Vincent Lake, John Roy Lambert, Hugh Lamberton, LL.B. Liverpool, Ernest Arthur Landau, Gilbert Lee, LL.B. Birmingham, Edward Robert James Leggett, Jack Levi, LL.B. Leeds, Brian Swinstead Lewis, B.A. Cantab., Richard Herbert Ling, Henry Vincent Litchfield, Annie Dorothy Litten, B.A. London, Arthur Littlewood, LL.B. Manchester, Kenneth Gordon Seys Llewellyn, Harold Morgan Lloyd, Claude Aubrey Mack, Alan Mander, Guy Seaburne May, Eustace Vernon Mayer, B.A. Oxon, John William Mead, Roger Birley Melland, B.A. Oxon, Crichton Merrill, LL.B. London, John Guy Millar, Richard Millett, B.A., LL.B. Cantab., James Gabriel Mitchell, Richard Hugh Morgan, Godfrey William Rowland Morley, B.A. Oxon, Wyndham Kessell Morris, B.A. Cantab., Edward Robert Nash, B.A., LL.B. Cantab., Thomas Worthington Naylor, B.A., LL.B. Cantab., David Nelson, Nicholas Norman-Butler, B.A. Cantab., George Dyer Nott, Harold Nutter, Charles Kenneth Ouin, William Hugh Christopher Page, Gershon Paletz, LL.B. London, Cecil Aubrey Parker, John William Leslie Partridge, Michael Bennett Pascoe, Reginald Frank Walter Patteson, Niel Gunn Crosfield Pearson, B.A. Oxon, Christopher George Henry Perks, John Maurice Finlay Peters, John Harden Philcox, James Denis Philipp, LL.B. Manchester, Guthrie Phillips, Thomas William Pinnock, LL.B. Birmingham, Walter Arbuthnot Prideaux, B.A. Cantab., William Frank Proudfoot, B.A. Cantab., John William Pumfrey, Thomas Purdy, B.A. Cantab., Judah Solomon Idezelman Rabin, LL.B. London, Joseph Tweddle Race, B.A. Oxon, Ernest Rawlinson, B.A. Oxon, Caleb Richard Leslie Reece, LL.B. Birmingham, Douglas Maclennan Renton, M.A. Oxon, Edward Lionel Reussner Rix, B.A. Cantab., Alexander Charles Roberts, LL.B. London, Stephen Francis Thomas Lavie Robinson, B.A. Cantab., William Owen Robyns, John Coulson Rogers, B.A. Oxon, Norman Frank Rosier, Edward Shaw Russell, Wilfrid James Sandars, B.A. Cantab., Joseph Sandiford, Edward Cotterill Scholefield, B.A. Oxon, Henry Settegast, Edgar Gartrell Kinsman Sherborne, Henry Joshua Silverston, Dennis Clitherow Smith, Donald Ogilvie Smith, John Gordon Smith, Kenneth Floyd Speakman, Patrick John Holwell Stanley, Joshua Lander Steed, Iswald Stein, Robert Francis Stokes, Robert Thompson Stoneham, Harold Sutcliffe, B.A. Cantab., Donald Ogden Swift, LL.M. Sheffield, Aldersey Maynard Taylor, Geoffrey Cook Taylor, Noel Leigh Taylor, Arnold Blake Thomas, Emyr Pritchard Thomas, John Alexander Thompson, Alfred Henry Thornton, Norman Reeve Tillett, B.A., LL.B. Cantab., Hadden Royden Todd, B.A. Cantab., Frederick William Towns, LL.B. Manchester, Nicholas Antony Trimen, John Bradley Trimmer, B.A. Cantab., Henry Louis Underwood, B.A. Cantab., Arthur Usher, Stanley Ralph Vincent, B.A., LL.B. Cantab., Francis Hugh Vowles, John Ernest Walter Waddington, B.A. Cantab., William Hilton Waddington, David Ison Wade, Richard Aubrey Wade, Harold Foster Wales, B.A. Cantab., Frederick Douglas Walker, LL.B. Leeds, Bernard William Wallace, Thomas Raymond Holmes Watkins, John Herbert Godfrey Way, Kenneth Percy Webster, B.A., LL.B. Cantab., Brian Brevor Wellington, Jerome Bernard Whelan, John Lawrence Kidd Whitaker, Hugh Whitefield, John Coverley Whitfield, B.A., LL.B. Cantab., Wilfred Thomson Whitlaw, Raymond Archer Whitley, B.A. Oxon, John Everard Whitting, B.A. Cantab., Cyril Herbert Wild, William Michael Wild, B.A. Cantab., George Stephen Wilkinson, Derek Paul Wilks, LL.B. Leeds, Richard Eyton Williams, Thomas Edwin Williamson, John Julian Glover Wilson, B.A., LL.B. Cantab., William Rhodes Wooldridge, Edward Roy Wright, Philip Richard Thomas Wright, Patrick Wynter-Blyth, B.A., LL.B. Cantab., William Ernest Young.

Number of Candidates, 438. Passed 282.

The Council have awarded the following Prizes : To Richard Millett, B.A., LL.B. Cantab., who served his Articles of Clerkship with Mr. Thomas Swan, M.A., LL.B., of the firm of Messrs. Warren, Murton, Foster & Swan, of London, the Edmund Thomas Child Prize, value about £21 ; and to Wilfrid James Sandars, B.A. Cantab., who served his Articles of Clerkship with Mr. Frederick Mills Welsford, M.A., of the firm of Messrs. Biddle, Thorne, Welsford & Gait, of London, the John Mackrell Prize, value about £13.

STUDENTSHIPS FOR 1934.

The Council, acting on the recommendation of the Legal Education Committee, have made the following award of three studentships of the annual value of £40 each, tenable for one year, but renewable at the discretion of the Council :—

CLASS A (Candidates under 19 years of age).—Mr. William Owen Nicholls (educated at Highgate School and The Law Society's School, articled to Mr. C. M. Fowler, of London) ; Honourable mention is awarded to Mr. Henry Reynardson Hewlett (educated at Harrow, not yet articled).

CLASS B (Articled clerks having not less than three years to serve).—Mr. Percival Bernard Williamson (educated at Westminster and The Law Society's School, articled to Mr. E. E. Bird, of London); Mr. Michael Venour Primrose Foulis (educated at Haileybury and The Law Society's School, articled to Mr. R. W. B. Buckland, of London).

Each Studentship is awarded on condition that the holder reads for a law degree.

Societies.

Council of Legal Education.

The Council of Legal Education have elected Lord Justice Greer to be Chairman of the Council in place of Lord Atkin, who has retired after holding the office since 1919. Mr. Justice Farwell has been elected chairman of the Board of Studies of the Council.

Gray's Inn Debating Society.

The seventeenth meeting of the year was held in the Holborn Restaurant at 7.30 p.m., on Thursday, 12th July, when a dinner took place, the President being in the chair. The toasts of "The King," and "The Society" were proposed by the Chairman, and that of "The President" by Mr. Howard Bridgewater; there were no speeches. After dinner there was a cabaret performance, followed by dancing until midnight.

Gloucestershire and Wiltshire Incorporated Law Society.

The annual meeting of this Society was held at Tewkesbury on 13th July under the chairmanship of the president, Mr. G. H. Pavey-Smith, of Nailsworth. There were thirty-two other members present. After the minutes of the last annual meeting had been read and confirmed the annual report and accounts were received and adopted. Mr. Neville G. Moore, of Tewkesbury, was elected president, and Mr. J. W. Pooley, of Swindon, vice-president, for the ensuing year. The general committee, library committee and poor persons cases committees were appointed. The secretary, Mr. I. D. Yeaman, was appointed the Society's representative on the standing council of the Solicitors' Benevolent Association. The meeting instructed the committee to consider the question of the establishment of a minimum conveyancing scale and to report thereon.

Charitable grants amounting to £34 were voted, and also a donation of £21 to the funds of the Solicitors' Benevolent Association. Twenty new members were elected, bringing the membership of the Society up to 160. A resolution was unanimously passed congratulating Sir Edmund Cook on the honour recently conferred on him by His Majesty the King.

Parliamentary News.

Progress of Bills.

House of Lords.

Adoption of Children (Workmen's Compensation) Bill.
Royal Assent. [12th July.

British Sugar (Subsidy) Bill.
Read Second Time. [12th July.

Clyde Valley Electrical Power Order Confirmation Bill.
Considered on Report. [18th July.

Colonial Stock Bill.
Read First Time. [17th July.

County Courts Bill.
Read Second Time. [12th July.

Dindings Agreement (Approval) Bill.
Read First Time. [12th July.

Dundee Corporation Order Confirmation Bill.
Royal Assent. [12th July.

Finance Bill.
Royal Assent. [12th July.

Game Laws Amendment and Consolidation Bill.
Read First Time. [17th July.

Glasgow Corporation Bill.
Read Third Time. [18th July.

Isle of Man (Customs) Bill.
Read First Time. [17th July.

Land Settlement (Scotland) Bill.
Royal Assent. [12th July.

London County Council (Money) Bill.
Royal Assent. [12th July.

London Midland & Scottish Railway Order Confirmation Bill.
Read Third Time. [18th July.

London Passenger Transport Board Bill.
Reported, with Amendments. [11th July.

London Passenger Transport Board (Interim Financial Arrangements) Bill.
Royal Assent. [12th July.

Maidstone Waterworks Bill.
Royal Assent. [12th July.

Manchester Corporation (General Powers) Bill.
Reported, with Amendments. [12th July.

Marriages Provisional Orders Bill.
Read Third Time. [12th July.

Mexborough and Swinton Traction (Trolley Vehicles) Provisional Order Bill.
Read Third Time. [12th July.

Mexborough and Swinton Traction (Trolley Vehicles) Provisional Order Confirmation Bill.
Royal Assent. [12th July.

Milk Bill.
Read Second Time. [12th July.

Ministry of Health Provisional Order Confirmation (Burnham and District Water) Bill.
Royal Assent. [12th July.

Ministry of Health Provisional Order Confirmation (Milford Haven) Bill.
Royal Assent. [12th July.

Ministry of Health Provisional Order Confirmation (Morley) Bill.
Royal Assent. [12th July.

Ministry of Health Provisional Order Confirmation (Steyning and District Water) Bill.
Royal Assent. [12th July.

National Maritime Museum Bill.
Read Second Time. [18th July.

Newport Corporation (General Powers) Bill.
Royal Assent. [12th July.

Newport Extension Bill.
Royal Assent. [12th July.

Nottingham Corporation (Trolley Vehicles) Provisional Order Bill.
Read Third Time. [12th July.

Nottingham Corporation (Trolley Vehicles) Provisional Order Confirmation Bill.
Royal Assent. [12th July.

Palestine Loan Bill.
Royal Assent. [12th July.

Petroleum (Production) Bill.
Royal Assent. [12th July.

Pier and Harbour Provisional Orders (Clacton-on-Sea and Saint Mawes) Bill.
Committed. [12th July.

Poor Law (Scotland) Bill.
Read Second Time. [12th July.

Prince of Wales's Hospital, Plymouth, Bill.
Royal Assent. [12th July.

Provisional Orders (Marriages) Confirmation Bill.
Royal Assent. [12th July.

Public Works Loans Bill.
Read First Time. [17th July.

Renfrewshire County Council (Eastwood & Mearns) Water Order Confirmation.
Royal Assent. [12th July.

Rotherham Corporation (Trolley Vehicles) Provisional Order Bill.
Committed. [12th July.

St. Helen's Corporation (Trolley Vehicles) Provisional Order Bill.
Read Third Time. [12th July.

St. Helen's Corporation (Trolley Vehicles) Provisional Order Confirmation Bill.
Royal Assent. [12th July.

Southend-on-Sea Corporation (Trolley Vehicles) Provisional Order Bill.
Read Third Time. [12th July.

Southend-on-Sea (Trolley Vehicles) Provisional Order Confirmation Bill.
Royal Assent. [12th July.

Stockport Corporation Bill.
Royal Assent. [12th July.

Stockport Extension Bill.
Royal Assent. [12th July.

Sunderland and South Shields Water Bill.
Commons Amendments considered and agreed to. [17th July.

Torquay Corporation Bill.
Commons Amendments considered and agreed to. [17th July.

Walthamstow Corporation Bill.
Royal Assent. [12th July.

House of Commons.

Administration of Justice (Appeals) Bill.
Reported, without Amendment. [17th July.
Architects (Registration) Bill.
Read Third Time. [17th July.
Cattle Industry (Emergency Provisions) Bill.
Read First Time. [17th July.
Chailey Rural District Council.
Lords Amendments agreed to. [16th July.
Durham County Water Board Bill.
Reported, with Amendments. [18th July.
Incitement to Disaffection Bill.
Reported, with Amendments. [17th July.
Law Reform (Miscellaneous Provisions) Bill.
Reported, with Amendments. [17th July.
Lowestoft Corporation Bill.
Read Third Time. [16th July.
Ministry of Health Provisional Order Confirmation (Herriard and District Water) Bill.
Read Third Time. [16th July.
Ministry of Health Provisional Order Confirmation (Leek) Bill.
Read Third Time. [13th July.
Ministry of Health Provisional Order Confirmation (Sheppey Water) Bill.
Read Third Time. [13th July.
Ministry of Health Provisional Order Confirmation (South Middlesex and Richmond Joint Hospital District) Bill.
Read Third Time. [16th July.
Ministry of Health Provisional Order Confirmation (Stoke-on-Trent) Bill.
Read Third Time. [13th July.
Ministry of Health Provisional Order Confirmation (Weymouth and Portland Joint Hospital District) Bill.
Read Third Time. [13th July.
Ministry of Health Provisional Order Confirmation (Wey Valley Water) Bill.
Read Third Time. [13th July.
Ministry of Health Provisional Order Confirmation (Wycombe and District Joint Hospital District) Bill.
Read Third Time. [13th July.
Solicitors Bill.
Reported, with Amendments. [17th July.
Sunderland and South Shields Water Bill.
Read Third Time. [12th July.
Trustee Savings Banks (Special Investments) Bill.
Read Third Time. [12th July.
Tyne Improvement Bill.
Considered. [13th July.
Wantage Urban District Council Bill.
Reported, with Amendments. [12th July.
Whaling Industry (Regulation) Bill.
Committed. [12th July.

Rules and Orders.

1*st June*, 1934.

RULES MADE BY THE COUNCIL OF THE LAW SOCIETY UNDER SECTION 1 OF THE SOLICITORS ACT, 1933, AS APPROVED BY THE MASTER OF THE ROLLS.

RULE 1.

Every solicitor shall keep such books and accounts as may be necessary to show and distinguish in connection with his practice as a solicitor (*a*) moneys received from or on account of and the moneys paid to or on account of each of his clients and (*b*) the moneys received and the moneys paid on his own account.

RULE 2.

Every solicitor, who holds or receives money on account of a client (save money hereinafter expressly exempted from the application of this Rule) shall without undue delay pay such money into a current or deposit account at a bank, to be kept in the name of the solicitor in the title of which the word "Client" shall appear (hereinafter referred to as "a client account"). Any solicitor may keep one client account or as many such accounts as he thinks fit:

Provided that when a solicitor receives a cheque or draft representing in part money belonging to the client and in part money due to the solicitor, he may where practicable split the cheque or draft and pay to the client account that part only which represents money belonging to the client. In any other case he shall pay the whole of such cheque or draft into the client account.

RULE 3.

No money shall be paid into a client account other than:—
(*a*) money held or received on account of a client;
(*b*) such money belonging to the solicitor as may be necessary for the purpose of opening or maintaining the account;
(*c*) money for replacement of any sum which may by mistake or accident have been drawn from the account in contravention of Rule 4 of these Rules;
(*d*) a cheque or draft received by the solicitor representing in part money belonging to the client and in part money due to the solicitor, when such cheque or draft has not been split as provided by Rule 2 hereof.

RULE 4.

No money shall be drawn from a client account other than:—
(*a*) money properly required for payment to or on behalf of a client or for or towards payment of a debt due to the solicitor from a client or money drawn on the client's authority, or money in respect of which there is a liability of the client to the solicitor, provided that the money so drawn shall not in any case exceed the total of the money so held for the time being for such client;
(*b*) such money belonging to the solicitor as may have been paid into the account under Rule 3 (*b*) or 3 (*d*) of these Rules;
(*c*) money which may by mistake or accident have been paid into such account in contravention of Rule 3 of these Rules.

RULE 5.

Rules 2, 3 and 4 shall not apply to money which—
(*a*) the client for his own convenience requests a solicitor to withhold from a client account;
(*b*) a solicitor pays into a separate account opened or to be opened in the name of a client or some person named by that client or the duly authorised agent of that client;
(*c*) in the ordinary course of business upon receipt is paid on behalf of the client to a third party;
(*d*) is upon receipt paid to the client;
(*e*) is paid to a solicitor expressly on account of costs;
(*f*) the Council upon an application made to them in writing by a solicitor specifically authorises to be withheld or withdrawn from a client account.

RULE 6.

In order to ascertain whether these rules have been complied with the Council, acting either on their own motion or on written complaint lodged with them, may require any solicitor to produce at some convenient time and place, his books of account, bank pass books, statements of account, vouchers and any other necessary documents for the inspection of any person appointed by the Council, and such person shall prepare for the information of the Council a report on the result of such inspection.

Such report may be used as a basis for proceedings under Section 2 of the Solicitors Act, 1933.

Before making any such appointment the Council shall consider any objection made by any such solicitor to the appointment of a particular person on personal or other proper grounds or on the ground that such person practises in the same locality.

Before instituting an inspection on a complaint made by a third person, the Council shall require *primâ facie* evidence that a ground of complaint exists, and may require the payment by such person to the Council of a reasonable sum to be fixed by them to cover the costs of the inspection, and the costs of the solicitor against whom the complaint is made. The Council may deal with any sum so paid in such manner as they think fit.

RULE 7.

Every requirement, authorisation and notification to be made or given by the Council to a solicitor under these Rules shall be made in writing under the hand of such person as may be appointed by the Council for the purpose and sent by registered post to the last address of the solicitor appearing in the records of The Law Society, and when so made and sent shall be deemed to have been received by the solicitor within forty-eight hours of the time of posting.

RULE 8.

In these Rules, unless the context otherwise requires, "Solicitor" means a solicitor of the Supreme Court practising on his own account or a firm of solicitors and includes a solicitor acting as an agent, bailee, stakeholder, or in any capacity in connection with his practice as a solicitor.

"Client" means any person or body of persons, corporate or unincorporate, on whose behalf a solicitor in connection with his practice receives money. Other expressions in these Rules shall have the meanings assigned to them by section 81 of the Solicitors Act, 1932.

Words importing the masculine gender shall include females, and words in the singular shall include the plural, and words in the plural shall include the singular.

RULE 9.

Nothing in these Rules shall deprive a solicitor of any recourse or right, whether by way of lien, set-off, counter-claim, charge or otherwise, against moneys standing to the credit of a client account.

RULE 10.

These Rules may be cited as the Solicitors Accounts Rules, 1935, and shall come into operation on the 1st day of January, 1935.

Legal Notes and News.

Honours and Appointments.

Mr. E. C. PARR, Assistant Solicitor to Lancaster Corporation, has been appointed Assistant Solicitor to Huddersfield Corporation. Mr. Parr was admitted a solicitor in 1932.

Mr. ARTHUR GOLDFINCH, Deputy Clerk to Bognor Regis Urban District Council, has been appointed to a similar position at Hornchurch. Mr. Goldfinch was admitted a solicitor in 1932.

Mr. HAROLD BROOKE ASHFORD has been appointed Town Clerk *pro tem.* of Bolton, in consequence of the death of Mr. Samuel Parker. Mr. Ashford was admitted a solicitor in 1907.

BOROUGH OF STAMFORD.

The next General Quarter Sessions of the Peace for the Borough of Stamford, will be held at the Town Hall on Wednesday, 25th July, at 11.30 o'clock in the forenoon.

UNIVERSITY OF LONDON (UNIVERSITY COLLEGE).

The following awards have been made in the Faculty of Laws at University College: Entrance Scholarship: C. Levy, Hackney Downs School, Clapton. Jurisprudence: Joseph Hume Scholarship: V. P. M. J. O. Stranders.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.		EMERGENCY ROTA.	APPEAL COURT No. I.	GROUP I. MR. JUSTICE EVE. Witness. Part II.	MR. JUSTICE BENNETT. Non-Witness.
		Mr.	Mr.	Mr.	Mr.
July	23	More	Jones	*More	Andrews
,,	24	Hicks Beach	Ritchie	Ritchie	More
,,	25	Andrews	Blaker	*Andrews	Ritchie
,,	26	Jones	More	More	Andrews
,,	27	Ritchie	Hicks Beach	*Ritchie	More
,,	28	Blaker	Andrews	Andrews	Ritchie

		GROUP I. MR. JUSTICE CROSSMAN. Witness. Part I.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
		Mr.	Mr.	Mr.	Mr.
July	23	*Ritchie	*Hicks Beach	Blaker	Jones
,,	24	*Andrews	*Blaker	Jones	*Hicks Beach
,,	25	*More	*Jones	Hicks Beach	Blaker
,,	26	*Ritchie	Hicks Beach	Blaker	*Jones
,,	27	Andrews	*Blaker	Jones	Hicks Beach
,,	28	More	Jones	Hicks Beach	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

A UNIVERSAL APPEAL

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 26th July, 1934.

	Div. Months.	Middle Price 18 July 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	112	3 11 5	3 5 0
Consols 2½%	JAJO	80½	3 2 1	—
War Loan 3½% 1952 or after	JD	101⅛	3 7 3	3 3 11
Funding 4% Loan 1960-90	MN	115¼	3 9 5	3 2 8
Victory 4% Loan Av. life 29 years	MS	113⅛	3 10 8	3 5 9
Conversion 5% Loan 1944-64	MN	118½	4 4 5	2 15 1
Conversion 4½% Loan 1940-44	JJ	110½	4 1 5	2 11 9
Conversion 3½% Loan 1961 or after	AO	104⅞	3 6 9	3 4 7
Conversion 3% Loan 1948-53	MS	101¾	2 19 0	2 16 10
Conversion 2½% Loan 1944-49	AO	96¾	2 11 9	2 15 5
Local Loans 3% Stock 1912 or after	JAJO	92½	3 4 10	—
Bank Stock	AO	363½	3 6 0	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	84	3 5 6	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	91	3 5 11	—
India 4½% 1950-55	MN	112½	4 0 0	3 9 5
India 3½% 1931 or after	JAJO	93	3 15 3	—
India 3% 1948 or after	JAJO	80½	3 14 6	—
Sudan 4½% 1939-73 Av. life 27 years	FA	116xd	3 17 7	3 11 4
Sudan 4% 1974 Red. in part after 1950	MN	110	3 12 9	3 3 10
Tanganyika 4% Guaranteed 1951-71	FA	110xd	3 12 9	3 4 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	102	2 18 10	2 16 0
L.P.T.B.4½% "T.F.A." Stock 1942-72	JJ	109	4 2 7	3 2 7
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	106	3 15 6	3 13 11
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	100	3 15 0	3 15 0
Canada 4% 1953-58	MS	108	3 14 1	3 8 4
Natal 3% 1929-49	JJ	98	3 1 3	3 3 5
*New South Wales 3½% 1930-50	JJ	97½	3 11 10	3 14 2
New Zealand 3% 1945	AO	98	3 1 3	3 4 5
Nigeria 4% 1963	AO	109	3 13 5	3 10 0
Queensland 3½% 1950-70	JJ	98	3 11 5	3 12 0
South Africa 3½% 1953-73	JD	102	3 8 8	3 7 2
Victoria 3½% 1929-49	AO	99	3 10 8	3 11 10
W. Australia 3½% 1935-55	AO	98	3 11 5	3 12 8
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	91	3 5 11	—
Croydon 3% 1940-60	AO	98	3 1 3	3 2 3
Essex County 3½% 1952-72	JD	104	3 7 4	3 4 1
*Hull 3½% 1925-55	FA	100xd	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	91	3 5 11	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	102	3 8 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	78½	3 3 8	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	92	3 5 3	—
Manchester 3% 1941 or after	FA	90xd	3 6 8	—
Metropolitan Consd. 2½% 1920-49	MJSD	96	2 12 1	2 16 8
Metropolitan Water Board 3% "A" 1963-2003	AO	92	3 5 3	3 5 11
Do. do. 3% "B" 1934-2003	MS	93½	3 4 2	3 4 9
Do. do. 3% "E" 1953-73	JJ	98	3 1 3	3 1 10
Middlesex County Council 4% 1952-72	MN	110	3 12 9	3 5 2
‡ Do. do. 4½% 1950-70	MN	115	3 18 3	3 5 7
Nottingham 3% Irredeemable	MN	91	3 5 11	—
Sheffield Corp. 3½% 1968	JJ	103	3 8 0	3 7 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	106½	3 15 1	—
Gt. Western Rly. 4½% Debenture	JJ	115½	3 17 11	—
Gt. Western Rly. 5% Debenture	JJ	126½	3 19 1	—
Gt. Western Rly. 5% Rent Charge	FA	125½	3 19 8	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	123½	4 1 0	—
Gt. Western Rly. 5% Preference	MA	113½	4 8 1	—
Southern Rly. 4% Debenture	JJ	104½	3 16 7	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	107½	3 14 5	3 11 5
Southern Rly. 5% Guaranteed	MA	124½	4 0 4	—
Southern Rly. 5% Preference	MA	113	4 8 6	—

*Not available to Trustees over par. ‡Not available to Trustees over 115.
†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.